UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

AVRAHAM ABDURAKHMANOV Plaintiff, - against – SUSHI MESHUGA QUEENS INC., SM QUEENS INC., URIEL ETGAR, and ELI ETGAR Defendant.	Index No. **COMPLAINT**

Plaintiff AVRAHAM ABDURAKHMANOV, by and through his attorneys, alleges, upon personal knowledge as to himself and his own acts, and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

1. Plaintiff bring this action to remedy violations of the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 et seq. ("FLSA"). Plaintiff seeks unpaid wages, unpaid overtime, liquidated damages, reasonable attorneys' fees and costs, and all other appropriate legal and equitable relief, pursuant to 29 U.S.C. §§ 216(b) and 217, and other applicable federal law.

2. Plaintiff also bring this action to remedy violations of the New York State Labor Law, including N.Y. Lab. L. §§ 190 et seq., §§ 650 et seq. ("NYLL"), and 12 NYCRR § 142-2.2. Plaintiff seeks unpaid wages, unpaid overtime, statutory damages, interest, reasonable attorneys' fees and costs, liquidated and other damages, and all other appropriate legal and equitable relief, pursuant to the NYLL §§ 198, 663.

JURISDICTION AND VENUE

3. Jurisdiction of the Court over Plaintiff's FLSA claims is invoked pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

4. Jurisdiction of this Court over Plaintiff's NYLL claims is invoked pursuant to 28 U.S.C. § 1367(a) in that the NYLL claims are so related to Plaintiff's FLSA claims as to form the same case or controversy under Article III of the United States Constitution.

5. Venue is proper within this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred within this District. Venue is further proper within this District pursuant to 28 U.S.C. § 1391 because Defendants may be found in this District.

PARTIES

6. Plaintiff AVRAHAM ABDURAKHMANOV ("Plaintiff AVRAHAM") resides in the County of Queens in the State of New York. At all relevant times, Plaintiff AVRAHAM was employed by Defendants as a waiter, as described herein, from in or around September 2015 to the present.

7. Plaintiff's written consent to sue is attached hereto as Exhibit "A"

8. Defendant SUSHI MESHUGA QUEENS INC., is a New York State domestic corporations licensed to do business in the State of New York, with its principal office and place of business at 7301 Main Street, Flushing, NY, 11367.

9. Defendant SM QUEENS INC., is a New York State domestic corporations licensed to do business in the State of New York, with its principal office and place of business at 7301 Main Street, Flushing, NY, 11367.

10. Until in or around September 2016, Defendant URIEL ETGAR was the owner, chairman/chief executive officer, manager and/or operator of Defendant SUSHI MESHUGA QUEENS INC. Defendant URIEL ETGAR has, and at all relevant times had, and exercised, the power to hire, fire, and control the wages and working conditions of the Plaintiff.

11. In or around September 2016, Defendant ELI ETGAR took over SUSHI MESHUGA QUEENS INC. from his brother URIEL ETGAR.

12. Defendant ELI ETGAR is the owner, chairman/chief executive officer, manager and/or operator of Defendant SUSHI MESHUGA QUEENS INC. Defendant URIEL ETGAR has, and exercised, the power to hire, fire, and control the wages and working conditions of the Plaintiff.

13. Defendant ELI ETGAR is the owner, chairman/chief executive officer, manager and/or operator of Defendant SM QUEENS INC. Defendant ELI ETGAR has, and exercised, the power to hire, fire, and control the wages and working conditions of the Plaintiff.

14. Defendants SUSHI MESHUGA QUEENS INC., SM QUEENS INC., and ELI ETGAR continued with the same business, business name, employees, procedures, and policies.

15. Defendants gross more than $500,000.00.

16. At all relevant times, Defendants have been, and continue to be an "employer" engaged in interstate "commerce" and/or in the "production of goods" for

"commerce", within the meaning of 29 U.S.C. § 203 and the NYLL. At all relevant times, Defendants have employed "employee[s]", including Plaintiff.

FACTUAL ALLEGATIONS

17. Defendants operate several kosher sushi locations throughout New York City.

18. At all times relevant hereto, Defendants employed Plaintiff as a non-exempt employee.

19. From in or around September 2015 through September 2016, Defendants SUSHI MESHUGA QUEENS INC., and URIEL ETGAR scheduled Plaintiff to work- and Plaintiff worked- Sunday from between 1 and 2pm to 12am, Monday through Thursday from between 3:30pm and 4pm to 12am, Saturdays from 45 min after the Jewish Sabbath ends to between 2am and 2:15am, and Fridays in the summer from 11am to between 2:30pm and 3pm.

20. Thus, from in or around September 2015 through September 2016 Plaintiff worked at least 42 hours per work week plus time worked on Saturdays and Fridays throughout the summer season.

21. From in or around September 2016, Defendants SUSHI MESHUGA QUEENS INC., SM QUEENS INC., and ELI ETGAR scheduled Plaintiff to work- and Plaintiff worked- Sunday from approximately 12pm to 12am, Monday through Thursday from between 3:30pm and 4pm to 12am and Saturdays from 45 min after the Jewish Sabbath ends to between 2am and 2:15am.

22. Thus, from in or around September 2016, Plaintiff worked at least 44 hours per work week plus time worked on Saturdays.

23. During the first 3 months of his employment, Defendants SUSHI MESHUGA QUEENS INC., and URIEL ETGAR, paid Plaintiff $600 per work week. Thereafter, for the following 6 months, Defendants SUSHI MESHUGA QUEENS INC., and URIEL ETGAR, paid Plaintiff $400 per work week. Thereafter, Defendants paid Plaintiff $300 per work week.

24. Defendants normally assigned Plaintiff to work- and Plaintiff worked- over 40 hours per work week.

25. Plaintiff regularly worked in excess of 40 hours a work week.

26. Defendants did not pay Plaintiff an overtime premium for all hours worked in excess of 40 hours per work week as required by the FLSA.

27. Defendants failed to pay Plaintiff the required overtime premiums of one and one half times his regular hourly rates of pay for all of the hours worked in excess of 40 hours per week.

28. Moreover, Plaintiff received tips from customers however, Defendants SUSHI MESHUGA QUEENS INC., and URIEL ETGAR retained tips received.

29. Additionally, Defendants violated NYLL § 195(3) by failing to furnish Plaintiff with a statement with every payment of wages, listing, among other things, hours worked, rates paid, gross wages, deductions and net wages, and an explanation of how such wages were computed.

30. Defendants failed to provide Plaintiff with the notices required by NYLL §195(1).

31. Defendants knew of, and/or showed reckless disregard for, the practices by which Plaintiff was not paid overtime premiums for all hours worked in excess of 40 hours in a week. Defendants knew that the nonpayment of overtime premiums would economically injure Plaintiff and that they violated the FLSA and the NYLL.

32. Defendants committed the foregoing acts knowingly, intentionally and willfully against the Plaintiff.

FIRST CLAIM FOR RELIEF
(Failure to Pay Overtime Wages – FLSA)

33. Plaintiff realleges and incorporates by reference all previous paragraphs as if they were set forth again herein.

34. Throughout the statute of limitations period covered by these claims, Plaintiff regularly worked in excess of forty (40) hours per workweek and continue to do so.

35. At all relevant times, Defendants willfully, regularly, repeatedly and knowingly failed to pay Plaintiff the required overtime rates for hours worked in excess of forty (40) hours per workweek.

36. Plaintiff seeks damages in the amount of his unpaid overtime compensation, liquidated (double) damages as provided by the FLSA for overtime violations, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

SECOND CLAIM FOR RELIEF
(Failure to Pay Overtime Wages – NYLL)

37. Plaintiff realleges and incorporates by reference all previous paragraphs as if they were set forth again herein.

38. It is unlawful under New York law for an employer to suffer or permit a non-exempt employee to work without paying overtime premiums for all hours worked in excess of forty (40) hours in any workweek.

39. Defendants willfully, regularly, repeatedly and knowingly failed to pay Plaintiff the required overtime rates for hours worked in excess of forty (40) hours per workweek.

40. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff sustained damages, including loss of earnings, in an amount to be established at trial.

41. Plaintiff seeks damages in the amount of his unpaid overtime compensation, liquidated damages, prejudgment interest, attorneys' fees and costs, pursuant to NYLL, and such other legal and equitable relief as this Court deems just and proper.

THIRD CLAIM FOR RELIEF
(Notice Violations & Wage Statement Violations – NYLL §195)

42. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth again herein.

43. Defendants failed to supply Plaintiff with notice as required by NYLL § 195, in English or in the languages identified by Plaintiff as his primary language, containing Plaintiff's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with NYLL § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place

of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

44. Defendants have willfully failed to supply Plaintiff with an accurate statement of wages as required by NYLL § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; allowances, if any, claimed as part of the minimum wage; and net wages.

45. Due to Defendant's violations of the NYLL, Plaintiff is entitled to recover from Defendants $250 for each workday that the violations occurred or continue to occur, or a total or $5,000, as provided for by NYLL § 198(1)-d, and $50 dollars for each workday that the violations occurred or continue to occur, or a total $5,000, as provided for by NYLL § 198(1)-b, as well as reasonable attorneys' fees, costs, injunctive and declaratory relief.

FOURTH CLAIM FOR RELIEF
(Illegal Pay Deductions and Deductions from Gratuities – NYLL)

46. Plaintiff realleges and incorporates by reference all previous paragraphs as if they were set forth again herein.

47. Defendants violated §196-d of the NYLL by unlawfully retaining, and failing to distribute Plaintiff's tips, gratuities and/or service charges, instead distributing them to owners, managers and/or other employees who were not entitled to them.

48. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff sustained damages, including the loss of earnings, in an amount to be established at trial.

49. Due to Defendants' NYLL violations, Plaintiff seeks damages in the amount of his respective tips and/or gratuities, liquidated damages, pre-judgment and post-judgment interest, attorneys' fees and costs, as provided by the NYLL, and such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

(a) An award of damages, according to proof, including FLSA and NYLL liquidated damages, and interest, to be paid by Defendants;

(b) Costs of action incurred herein, including expert fees;

(c) Attorneys' fees, including fees pursuant to 29 U.S.C. § 216, N.Y. Lab. L. §§ 663, 198 and other applicable statutes;

(d) Pre-Judgment and post-judgment interest, as provided by law; and

(e) Such other and further legal and equitable relief as this Court deems necessary, just and proper.

Dated: November 16, 2016

Respectfully submitted,

NAYDENSKIY LAW GROUP, P.C.

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EXHIBIT A

I am a current or former employee of SUSHI MESHUGA QUEENS INC., SUSHI MESHUGA INC., URIEL ETGAR, ELI ETGAR, and/or related entities/individuals. I hereby consent and agree to be a party Plaintiff in this Action to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. 216(b).

I hereby designate Naydenskiy Law Group, P.C. to represent me in this Action and I also consent and agree, if such is necessary, to file this claim on behalf of all others similarly situated.

Signed this 23 day of October, 2016.

[signature]

Signature

Avraham Abdurakhmanov

Full Legal Name (print)